

HEAD FOOTBALL COACH

PERSONNEL POLICIES FOR STAFF MEMBERS

Contract Addendum

This Contract Addendum, effective January 1, 2011, hereby defines the terms of the Employment Contract entered into on December 15, 2001 between the Regents of the University of California (hereinafter "University" or "management") and Jeff Tedford (hereinafter "Coach"). This Contract Addendum supersedes and replaces all previous contract addenda. All of the terms of the Employment Contract remain as first written unless modified in this Contract Addendum.

1. **DURATION**: The term of this Employment Contract will begin on January 1, 2009 and terminate on December 31, 2015 unless extended in accordance with Paragraph 2 of this Contract Addendum.
2. **CONTRACT EXTENSION**: The term of this Employment Contract shall be extended by one year for each season (including the bowl season) that the University of California, Berkeley Football team wins nine games. In the event of any such extension all of the other terms of this Employment Contract will remain as set forth in the Employment Contract and the Contract Addendum, and unless otherwise agreed in writing, the compensation after the 2015 contract year (and any subsequent extended years) shall remain the same as that set for the 2015 contract year subject to any increase earned from the 2015 contract year (and/or subsequent extended years) pursuant to Paragraph 8. Any reference in this Employment Contract to the term shall be deemed to include any extended years pursuant to this Paragraph 2.
3. **Base Salary**: The guaranteed annual base salary prorated monthly for this position shall be as follows:

<u>Effective Date</u>	<u>Annual Base Salary</u>
01/01/09 – 12/31/09	no less than \$225,000
01/01/10 – 12/31/10	no less than \$225,000
01/01/11 – 12/31/11	no less than \$225,000
01/01/12 – 12/31/12	no less than \$225,000
01/01/13 – 12/31/13	no less than \$225,000
01/01/14 – 12/31/14	no less than \$225,000
01/01/15 – 12/31/15	no less than \$225,000

4. **VACATION**: Coach shall be entitled to accrue and use vacation leave in accordance with the provisions of Personnel Policy 41 (or the equivalent policy in effect at the time) during each month of this Employment Contract.
5. **OTHER LEAVES**: Coach shall accrue sick leave in accordance with the provisions of Personnel Policy 42 (or the equivalent policy in effect at the time) during each month of this Employment Contract. Unused sick leave will be carried forward for

the duration of Coach's employment with the University in accordance with Personnel Policy 42.

6. **HEALTH AND WELFARE BENEFITS:** Coach is appointed for 100% of full-time and is eligible for University health, welfare and retirement benefits commensurate with the percent time appointment.
7. **COURTESY VEHICLE:** Two courtesy vehicles are assigned to Coach under terms and conditions contained in a separate Vehicle Assignment Agreement, incorporated into this Employment Contract by reference. In the event the University does not have a courtesy vehicle(s) available for Coach, Coach will receive a monthly stipend of \$450 per car until a vehicle(s) becomes available. It is understood that this perquisite may be withdrawn by the Director of Intercollegiate Athletics at any time in her sole, exclusive discretion.
8. **TALENT FEE:** At the discretion of the Director of Intercollegiate Athletics, Coach may be assigned to participate in speaking at booster gatherings and related University and alumni functions, appearing on television and radio broadcasts of California sports games and sports shows dedicated to California sports as may be developed, and any other appearances as directed by the Director of Intercollegiate Athletics. Coach will receive a guaranteed annual talent fee for each contract year in accordance with the schedule described below. Payment will be prorated monthly and will be paid in accordance with a pay schedule established by the University.

<u>Effective Dates</u>	<u>Annual Talent Fee</u>
01/01/09 – 12/31/09	\$1,575,000
01/01/10 – 12/31/10	\$1,575,000
01/01/11 – 12/31/11	\$1,575,000
01/01/12 – 12/31/12	\$1,575,000
01/01/13 – 12/31/13	\$1,575,000
01/01/14 – 12/31/14	\$1,575,000
01/01/15 – 12/31/15	\$1,575,000

The year following a year in which the University of California, Berkeley Football Team achieves the following accomplishment(s), the annual talent fee will be increased for the following contract year, and all subsequent contract years remaining in this Employment Contract (escalated Talent Fee(s)). However, in no event shall Coach receive more than \$1,000,000 in annual escalated Talent Fee(s) over the life of the contract (01/01/09 to 12/31/15) based on achieving the accomplishments listed below such that the maximum amount of the annual Talent Fee shall be \$2,575,000.

<u>Accomplishment</u>	<u>Amount of Escalated Talent Fee(s)</u>
<u>National Championship:</u>	

Team wins National Championship (AP or Coaches' Poll)	\$1,000,000
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Team plays in National Championship	\$750,000
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Post Season Play (the highest of the following only):

Team wins the Pac-10 Championship or participates in the Rose Bowl	\$500,000
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Team participates in a BCS Bowl other than the Rose Bowl, but does not win the Pac -10	\$400,000
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Team ties for Pac-10 Championship but not selected for a BCS Bowl game	\$250,000
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9. **RETENTION BONUS/PLAN CONTRIBUTION**

If Coach is employed by the University of California, Berkeley as Head Football Coach continuously for the period from January 1, 2007 through the completion of the 2008 University of California, Berkeley football season, including post-season play, Coach will receive a retention bonus payment of \$500,000. The bonus shall be payable on January 8, 2009.

If Coach is employed by the University of California, Berkeley as Head Football Coach continuously for the period from January 1, 2007 through the completion of the 2008 University of California, Berkeley football season, including post-season play, the University will contribute \$500,000, adjusted for withholdings, on behalf of Coach to a defined contribution plan and excess benefit arrangement designed to satisfy certain requirements of the Internal Revenue Code (collectively, "Deferred Compensation Plan"). The University will make a similar contribution, adjusted for withholdings, to the Deferred Compensation Plan on behalf of Coach on January 8, 2010 and as soon as practicable after January 8, 2011 provided Coach continues as Head Football Coach through the end of the applicable University of California, Berkeley football season, including post-season play, for the prior year.

Beginning on January 8, 2012 and for each subsequent year of this Employment Contract, if Coach is continuously employed by the University of California, Berkeley as Head Football Coach through the end of the University of California, Berkeley football season, including post season play, for the prior year, University will pay a retention bonus in the amount of \$500,000 to Coach. Normal taxes and withholdings will apply to all payments of retention bonuses.

In the event Coach becomes unable to provide the services described herein and this contract is terminated pursuant to Paragraph 9 (as modified by Paragraph 21 in this Contract Addendum), Coach or his assigns shall receive a pro-rata portion of the retention bonus due in that year. The amount of the payment shall be determined by applying a fractional multiplier (number of regular season games played in the relevant time period prior to disability or death of Coach divided by 12) to the relevant contribution or retention bonus payment.

The University and Coach agree that, if requested by Coach on or before September 1, 2011, the parties will reopen the terms and conditions of this Paragraph 9 for a period of 90 calendar days, provided always that no amendment to this Paragraph shall result in the University's annual financial commitment under this Paragraph exceeding, or being reduced below, the amount of \$500,000. If Coach does not initiate such request by September 1, 2011, or if the parties cannot come to agreement within the 90-day period, no amendment will be made to the terms and conditions of this Paragraph 9.

10. **ANNUAL PERFORMANCE BASED COMPENSATION:** In addition to the annual base salary, the Coach will receive the following performance bonuses for each year such performance is achieved. The annual performance bonuses shall be paid in one lump sum not later than June 23 following the season in which such performance bonuses are earned.

- A. In the event that the University of California, Berkeley Football team participates in the Holiday Bowl, Coach will receive a bonus payment of \$60,000.
- B. In the event that the University of California, Berkeley Football team participates in the Sun Bowl, Coach will receive a bonus payment of \$40,000.
- C. In the event that the University of California, Berkeley Football team participates in any other non-BCS Bowl, Coach will receive a bonus payment of \$30,000.
- D. Coaching Achievements:

Coach may receive the highest only of the following amounts:

- 1) In the event that Coach is named National Coach of the Year (AP or Home Depot Award), Coach will receive a bonus payment of \$100,000.
- 2) In the event that Coach is named Pac-10 Coach of the Year (Pac 10 coaches vote), Coach will receive a bonus payment of \$50,000.

- E. Support of Educational Objectives:

Coach will receive \$20,000 annually for each of the following academic performance benchmarks which are met in any given academic year:

Team GPA for previous Academic Year meets or exceeds 2.80 (as determined by ASC records – August of each academic year);

Single Year APR meets or exceeds 950 (as determined by NCAA records – May of each calendar year);

Single Year NCAA Federal Graduation rate meets or exceeds 80 % (as determined by NCAA records – reported annually [timing subject to change]

F. Regular Season Achievements:

In the event that the University of California, Berkeley Football team wins nine games during the regular season, Coach will receive a bonus of \$25,000.

11. OTHER INCENTIVE PAY

- A. Based upon the performance of Coach, the Director of Intercollegiate Athletics shall have the sole discretion to award an additional non-base building bonus of \$4,000 to \$10,000 during Contract Years 3 and 4 (01/01/11-12/31/12).
- B. Based upon the performance of Coach, the Director of Intercollegiate Athletics shall have the sole discretion to award an additional non-base building bonus of \$14,000 to \$20,000 during Contract Years 1 and 2 (01/01/09-12/31/10).

12. SUPPORT FOR COACHING STAFF

- A. A pool of \$250,000 will be available for coach's use to recommend compensation enhancements for football coaching staff, subject to approval by the Director of Intercollegiate Athletics and in compliance with the University policies and regulations pertaining to compensation.
- B. A pool of \$316,000 will be available for contract years 2011 and 2012 for coach's use to recommend non-base building compensation (talent fees) for football coaching staff, subject to approval by the Director of Intercollegiate Athletics and in compliance with the University policies and regulations pertaining to compensation. In the event the University is able to secure other sources of support for football coaching staff, Director of Intercollegiate Athletics may at her sole discretion, reduce or eliminate this fund.

13. COUNTRY CLUB MEMBERSHIP

Coach shall receive a membership at Blackhawk Country Club for the duration of this contract. The University will pay for the monthly membership dues. All other expenses shall be subject to the rules for reimbursement according to University policy and regulation. At the end of this contract or upon earlier termination, the membership shall be sold and the proceeds returned to the University.

14. CAMP

The University agrees for the duration of this contract that Coach shall be assigned to serve as an administrator and instructor for a minimum of one week in the University's camp (Cal Camp) program. Coach agrees to make himself available to the University for the aforementioned Cal Camp program at times determined by the Director of Intercollegiate Athletics. Camp compensation is included in Coach's Talent Fee.

15. TICKETS

The University agrees for the duration of this contract that Coach shall receive 30 (thirty) tickets and 5 (five) parking passes to all home Cal Football games.

16. TRAVEL FOR SPOUSE

The University agrees, for the duration of this contract, to pay travel expenses associated with travel by Coach's spouse to employment related or public relations functions pertaining to Coach's performance of his obligations under the terms of this Employment Contract when such functions are outside of the San Francisco Bay Area. Payment for such expenses will be in accordance with the University policies and regulations governing travel and shall be subject to approval by the Director of Intercollegiate Athletics.

17. RENOVATED STADIUM BONUS

- A. Coach shall receive a bonus of \$150,000 if he is the Head Football Coach on the date the University of California Football team fully occupies the Simpson High Performance Center. This amount shall be paid to Coach within thirty calendar days following the date on which the team fully occupies the Simpson High Performance Center.
- B. Coach shall receive a bonus of \$150,000 if he is the Head Cal Football Coach on the date that the University of California Football team plays its first home football game subsequent to the completion of Phase II (West Side Improvements) This amount shall be paid to Coach within thirty calendar days following the game.

18. AMENDMENT TO PARAGRAPH 4 (a) OF EMPLOYMENT CONTRACT

Paragraph 4 (a) of the Employment Contract is hereby amended to read, in its entirety, as follows

COMPENSATION AND HOURS OF WORK

The annual base salary for this position shall be as set forth in the Contract Addendum and payable in substantially equal monthly installments during the term of the Employment Contract. Payments of the annual base salary and all other compensation shall be in accordance with the payroll policies of the University and subject to such deductions as may be required by applicable laws and regulations. Changes in compensation may be made by University pursuant to Paragraph 11 of this Employment Contract.

Coach understands and agrees that, should other non-represented University employees be subject to a pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them as a result of the University President's declaration of fiscal emergency, Coach may be subject to the same pay

cut, reduction in time, furlough or any other type of reduction in compensation, or any combination of them under the same terms and for the same period. Any such pay cut, reduction in time, furlough, or any other type of reduction in compensation, or any combination of them shall automatically become a term of this Contract without any further action by either party to the Contract.

Coach further understands and agrees that Coach's monthly compensation as set forth in the Contract Addendum Paragraph 3 may be subject to the Furlough/Salary Reduction Plan ("The Plan") dated July 16, 2009, which is set forth in Attachment B to Regents Item J2. The Plan is incorporated by reference into this Contract as a term of this Contract. Any modifications, extensions or changes to The Plan shall also apply to this Contract and shall become a term of this Contract including changes in the duration of The Plan.

Consequently, for the period September 1, 2009 through August 31, 2010, the monthly compensation, or parts thereof, as set forth in the Contract Addendum Paragraph 3 of this Contract may be reduced by 9% and Coach may be subject to 24 furlough days.

Other than the salary reduction described above pursuant to the Plan and any of its modifications, extensions or changes and those adjustments in salary pursuant to Paragraph 11 of this Employment Contract, changes in compensation shall be only in a written contract revision signed by both parties.

19. AMENDMENT TO PARAGRAPH 8 OF EMPLOYMENT CONTRACT:

Paragraph 8 of the Employment Contract is hereby amended to read, in its entirety, as follows:

Material violation by Coach of the provisions hereinabove stated, material violation of NCAA regulations, or material misconduct, shall constitute material breach of this Employment Contract and upon such breach, the University may, at its discretion, administer disciplinary or corrective action or termination of this Employment Contract.

20. TERMINATION PURSUANT TO PARAGRAPH 12

In the event Coach breaches this contract by leaving employment as set forth in paragraph 12, Coach shall pay to the University within 30 days of leaving employment \$300,000 for each Contract year remaining in the Employment Contract as set forth in this Contract Addendum, inclusive of the year in which Coach leaves employment. Until such time as the University of California Football team fully occupies the Simpson High Performance Center, Coach's obligation pursuant to this paragraph shall be limited to \$150,000 for each year remaining in this Employment Contract as set forth in the Contract Addendum, inclusive of the year in which Coach leaves employment. Furthermore, as set forth in this Contract Addendum, Coach agrees not to be employed by any PAC-10 school. The University agrees to waive the provisions of this PAC-10 restriction until such time as the University of California Football team fully occupies the Simpson High Performance Center.

21. AMENDMENT TO PARAGRAPH 11 OF EMPLOYMENT CONTRACT:

Paragraph 11 of the Employment Contract is hereby amended to read, in its entirety, as follows:

In addition to and exclusive of the provisions of paragraphs 3, 8, 9, and 10 of this Employment Contract, there is also reserved to the University the right to terminate this Employment Contract without cause at any time. In the event the University terminates this agreement without cause pursuant to this paragraph, University shall continue to pay to Coach for the remainder of the term of this Agreement, including any extensions pursuant to Paragraph 2, and subject to reductions referenced below, base salary (Paragraph 3) and talent fee (Paragraph 8) in such amounts and in such manner as set forth in the Contract Addendum as of the date of termination. In addition to the foregoing payments, and in lieu of the contributions that otherwise would have been paid into the Deferred Compensation Plan or paid to Coach as a retention bonus as provided in Paragraph 9 of this Contract Addendum (Retention Bonus/Plan Contribution), the University will pay such amounts directly to Coach at the time the University otherwise would have been obligated to make such contributions to the Deferred Compensation Plan or pay such retention bonus, as applicable. University shall also pay to Coach within one month of the date of termination, an amount equal to such supplemental compensation payments, if any that may be due at the time of termination pursuant to Paragraph 10 (Annual Performance Based Compensation) of the Contract addendum. The University shall not be liable to Coach for any University benefits which are not vested nor for any collateral business opportunities or other benefits associated with coach's position as coach. The parties recognize that Coach has the duty to obtain other employment in mitigation of any damages he may sustain by virtue of the termination of this Employment Contract. It is expressly understood by the parties hereto that any payment so made to Coach will be reduced by any amounts received, or to be received at a later date, by Coach for rendition of services by Coach in a Head Coaching position at a college or university or in a head or assistant coaching position within the NFL, during the period of time in which Coach, pursuant to this Agreement would have been employed by the University if this contract had not been terminated. In the event Coach enters such an employment agreement, or receives such compensation during the period of time in which Coach, pursuant to this Agreement, would have been employed by the University if this contract had not been terminated, Coach shall promptly inform the University of the amounts of such compensation. Coach shall also promptly inform the University of such employment and of the amounts of compensation payable at a later date for duties performed during this period. The parties recognize that a termination of this Employment Contract by the University prior to its natural expiration may cause Coach to lose certain benefits, supplemental compensation or outside compensation relating to his employment at the University, which damages are difficult to determine with certainty. Accordingly, the parties agree to the liquidated damages, subject to mitigation, as provided in this section, as a fair measure of Coach's losses and as not a penalty.

22. AMENDMENT TO PARAGRAPH 9 OF EMPLOYMENT CONTRACT

Paragraph 9 of the Employment Contract is hereby amended to read, in its entirety, as follows:

In the event of inability of Coach to continue to perform his obligations under the Employment Contract by reason of illness or some other occurrences beyond the control of either party hereto, and such inability to perform has continued or will continue beyond a reasonable period of time, as determined by the aforementioned Director of Intercollegiate Athletics in her sole discretion, consistent with applicable law, this Employment Contract shall thereupon terminate. In the event of such termination, University shall pay to Coach within one month of termination, an amount equal to such supplemental compensation payments, if any that may be due at the time of termination pursuant to Paragraph 10 (Annual Performance Based Compensation) of the Contract Addendum and any amount due at that time pursuant to Paragraph 9 (Retention Bonus/Plan Contribution) of the Contract Addendum.

23. REPORTING LINE

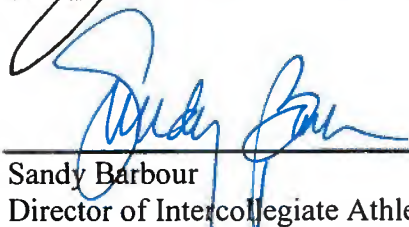
Coach will report directly to the Director of Intercollegiate Athletics.

This Contract Addendum shall be effective upon obtaining signatures as identified below and upon receipt of final approval by the Regents of its terms.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

By: _____
Robert Birgeneau
Chancellor
Date

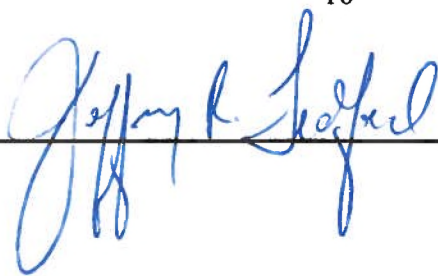
By:  _____
~~Interim~~ Vice Chancellor Administration
8/30/11
Date

By:  _____
Sandy Barbour
Director of Intercollegiate Athletics
7/19/11
Date

COACH:

By:

Jeff Tedford
Coach

A handwritten signature in blue ink, appearing to read "Jeff Tedford", written over a horizontal line.

7/10/11
Date